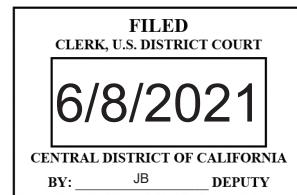


EXHIBIT Z

1 TRACY L. WILKISON
2 Acting United States Attorney
3 BRANDON D. FOX
4 Assistant United States Attorney
5 Chief, Criminal Division
6 ALEXANDER B. SCHWAB (Cal. Bar No. 283421)
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15 Attorneys for Plaintiff
16 UNITED STATES OF AMERICA

17 UNITED STATES DISTRICT COURT

18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 UNITED STATES OF AMERICA,

20 No. CR 2:21-cr-00272-JFW

21 Plaintiff,

22 PLEA AGREEMENT FOR DEFENDANT
JONATHAN LEE SMITH

23 v.

24 JONATHAN LEE SMITH,

25 Defendant.

1. This constitutes the plea agreement between JONATHAN LEE
2 SMITH ("defendant") and the United States Attorney's Office for the
3 Central District of California (the "USAO") in the investigation of
4 defendant's fraudulent acquisition of a \$2 million bridge loan based
5 on material misrepresentations made to the victim lender. This
6 agreement is limited to the USAO and cannot bind any other federal,
7 state, local, or foreign prosecuting, enforcement, administrative, or
8 regulatory authority.

9 DEFENDANT'S OBLIGATIONS

10 2. Defendant agrees to:

1 a. Give up the right to indictment by a grand jury and,
2 at the earliest opportunity requested by the USAO and provided by the
3 Court, appear and plead guilty to a single count information in the
4 form attached to this agreement as Exhibit A or a substantially
5 similar form, which charges defendant with wire fraud, in violation
6 of 18 U.S.C. § 1343.

7 b. Not contest facts agreed to in this agreement.

8 c. Abide by all agreements regarding sentencing contained
9 in this agreement.

10 d. Appear for all court appearances, surrender as ordered
11 for service of sentence, obey all conditions of any bond, and obey
12 any other ongoing court order in this matter.

13 e. Not commit any crime; however, offenses that would be
14 excluded for sentencing purposes under United States Sentencing
15 Guidelines ("USSG" or "Sentencing Guidelines") § 4A1.2(c) are not
16 within the scope of this agreement.

17 f. Be truthful at all times with the United States
18 Probation and Pretrial Services Office and the Court.

19 g. Pay the applicable special assessment at or before the
20 time of sentencing unless defendant has demonstrated a lack of
21 ability to pay such assessments.

22 h. At or before the time of sentencing, satisfy any and
23 all restitution/fine obligations based on ability to pay by
24 delivering a certified check or money order to the Fiscal Clerk of
25 the Court, to be held until the date of sentencing and, thereafter,
26 applied to satisfy defendant's restitution/fine balance. Payments
27 may be made to the Clerk, United States District Court, Fiscal
28

1 Department, 255 East Temple Street, 11th Floor, Los Angeles,
2 California 90012.

3 i. Ability to pay shall be assessed based on the
4 Financial Disclosure Statement, referenced below, and all other
5 relevant information relating to ability to pay.

6 j. Defendant agrees that any and all restitution/fine
7 obligations ordered by the Court will be due in full and immediately.
8 The government is not precluded from pursuing, in excess of any
9 payment schedule set by the Court, any and all available remedies by
10 which to satisfy defendant's payment of the full financial
11 obligation, including referral to the Treasury Offset Program.

12 k. Complete the Financial Disclosure Statement on a form
13 provided by the USAO and, within 30 days of defendant's entry of a
14 guilty plea, deliver the signed and dated statement, along with all
15 of the documents requested therein, to the USAO by either email at
16 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
17 Litigation Section at 300 N. Los Angeles St., Suite 7516, Los
18 Angeles, CA 90012.

19 l. Authorize the USAO to obtain a credit report upon
20 returning a signed copy of this plea agreement.

21 m. Agree that all court appearances, including his change
22 of plea hearing and sentencing hearing, may proceed by video-
23 teleconference ("VTC") or telephone, if VTC is not reasonably
24 available, so long as such appearances are authorized by Order of the
25 Chief Judge 20-097 or another order, rule, or statute. Defendant
26 understands that, under the Constitution, the United States Code, the
27 Federal Rules of Criminal Procedure (including Rules 11, 32, and 43),
28 he may have the right to be physically present at these hearings.

1 Defendant understands that right and, after consulting with counsel,
2 voluntarily agrees to waive it and to proceed remotely. Defense
3 counsel also joins in this consent, agreement, and waiver.
4 Specifically, this agreement includes, but is not limited to, the
5 following:

6 i. Defendant consents under Federal Rules of
7 Criminal Procedure 5(f) and 10(c) and Section 15002(b) of the CARES
8 Act to proceed with his initial appearance and arraignment by VTC or
9 telephone, if VTC is not reasonably available.

10 ii. Defendant consents under Section 15002(b) of the
11 CARES Act to proceed with his waiver of indictment, under Federal
12 Rule of Criminal Procedure 7(b), by VTC or telephone, if VTC is not
13 reasonably available.

14 iii. Defendant consents under Section 15002(b) of the
15 CARES Act to proceed with his change of plea hearing by VTC or
16 telephone, if VTC is not reasonably available.

17 iv. Defendant consents under Section 15002(b) of the
18 CARES Act to proceed with his sentencing hearing by VTC or telephone,
19 if VTC is not reasonably available.

20 v. Defendant consents under 18 U.S.C. § 3148 and
21 Section 15002(b) of the CARES Act to proceed with any hearing
22 regarding alleged violations of the conditions of pretrial release by
23 VTC or telephone, if VTC is not reasonably available.

24 THE USAO'S OBLIGATIONS

25 3. The USAO agrees to:

26 a. Not contest facts agreed to in this agreement.

27 b. Abide by all agreements regarding sentencing contained
28 in this agreement.

c. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to USSG § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

d. Recommend that defendant be sentenced to a term of imprisonment no higher than the low end of the applicable Sentencing Guidelines range, provided that the offense level used by the Court to determine that range is 20 or higher. For purposes of this agreement, the low end of the Sentencing Guidelines range is that defined by the Sentencing Table in USSG Chapter 5, Part A.

NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in the sole count of the information, that is, wire fraud, in violation of 18 U.S.C. § 1343, the following must be true:

(1) defendant knowingly participated in, devised, or intended to devise a scheme or plan to defraud, or a scheme or plan for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or omitted facts (deceitful statements of half-truths may constitute false or fraudulent representations);

(2) the statements made or facts omitted as part of the scheme were material; that is, they had a natural tendency to influence, or were capable of influencing, a person to part with money or property;

(3) defendant acted with the intent to defraud, that is, the intent to deceive and cheat; and (4) defendant used, or caused to be used, an interstate or foreign wire communication to carry out or attempt to carry out an essential part of the scheme.

1 PENALTIES AND RESTITUTION

2 5. Defendant understands that the statutory maximum sentence
3 that the Court can impose for a violation of 18 U.S.C. § 1343, is:
4 twenty years of imprisonment; a three-year period of supervised
5 release; a fine of \$250,000 or twice the gross gain or gross loss
6 resulting from the offense, whichever is greater; and a mandatory
7 special assessment of \$100.

8 6. Defendant understands that defendant will be required to
9 pay full restitution to the victim of the offense to which defendant
10 is pleading guilty. Defendant agrees that, in return for the USAO's
11 compliance with its obligations under this agreement, the Court may
12 order restitution to persons other than the victim of the offense to
13 which defendant is pleading guilty and in amounts greater than those
14 alleged in the count to which defendant is pleading guilty. In
15 particular, defendant agrees that the Court may order restitution to
16 any victim of any of the following for any losses suffered by that
17 victim as a result: (a) any relevant conduct, as defined in USSG
18 § 1B1.3, in connection with the offense to which defendant is
19 pleading guilty; and (b) any charges not prosecuted pursuant to this
20 agreement as well as all relevant conduct, as defined in USSG
21 § 1B1.3, in connection with those charges. The parties currently
22 believe that the applicable amount of restitution is approximately \$2
23 million, but recognize and agree that this amount could change based
24 on facts that come to the attention of the parties prior to
25 sentencing.

26 7. Defendant understands that supervised release is a period
27 of time following imprisonment during which defendant will be subject
28 to various restrictions and requirements. Defendant understands that

1 if defendant violates one or more of the conditions of any supervised
2 release imposed, defendant may be returned to prison for all or part
3 of the term of supervised release authorized by statute for the
4 offense that resulted in the term of supervised release, which could
5 result in defendant serving a total term of imprisonment greater than
6 the statutory maximum stated above.

7 8. Defendant understands that, by pleading guilty, defendant
8 may be giving up valuable government benefits and valuable civic
9 rights, such as the right to vote, the right to possess a firearm,
10 the right to hold office, and the right to serve on a jury.
11 Defendant understands that he is pleading guilty to a felony and that
12 it is a federal crime for a convicted felon to possess a firearm or
13 ammunition. Defendant understands that the conviction in this case
14 may also subject defendant to various other collateral consequences,
15 including but not limited to revocation of probation, parole, or
16 supervised release in another case and suspension or revocation of a
17 professional license. Defendant understands that unanticipated
18 collateral consequences will not serve as grounds to withdraw
19 defendant's guilty plea.

20 9. Defendant and his counsel have discussed the fact that, and
21 defendant understands that, if defendant is not a United States
22 citizen, the conviction in this case makes it practically inevitable
23 and a virtual certainty that defendant will be removed or deported
24 from the United States. Defendant may also be denied United States
25 citizenship and admission to the United States in the future.
26 Defendant understands that while there may be arguments that
27 defendant can raise in immigration proceedings to avoid or delay
28 removal, removal is presumptively mandatory and a virtual certainty

1 in this case. Defendant further understands that removal and
2 immigration consequences are the subject of a separate proceeding and
3 that no one, including his attorney or the Court, can predict to an
4 absolute certainty the effect of his conviction on his immigration
5 status. Defendant nevertheless affirms that he wants to plead guilty
6 regardless of any immigration consequences that his plea may entail,
7 even if the consequence is automatic removal from the United States.

8 FACTUAL BASIS

9 10. Defendant admits that defendant is, in fact, guilty of the
10 offense to which defendant is agreeing to plead guilty. Defendant
11 and the USAO agree to the statement of facts provided below and agree
12 that this statement of facts is sufficient to support a plea of
13 guilty to the charge described in this agreement and to establish the
14 Sentencing Guidelines factors set forth in paragraph 12 below but is
15 not meant to be a complete recitation of all facts relevant to the
16 underlying criminal conduct or all facts known to either party that
17 relate to that conduct.

18 Beginning on an unknown date, but no later than on or about
19 August 24, 2020, and continuing to at least January 22, 2021, in Los
20 Angeles County, within the Central District of California, and
21 elsewhere, defendant, knowingly and with the intent to defraud,
22 devised, participated in, and executed a scheme to defraud victims as
23 to material matters, and to obtain money and property by means of
24 material false and fraudulent pretenses, representations, promises,
25 and the concealment of material facts.

26 During the timeframe of the scheme to defraud, defendant, a
27 resident of Los Angeles, was the chief executive officer and sole
28 owner of Hoplite, Inc. ("Hoplite"), and the chief executive officer

1 and principal owner of Hoplite Entertainment, Inc. ("Hoplite
2 Entertainment"). Hoplite and Hoplite Entertainment (together, the
3 "Hoplite Entities") were both production companies and California
4 corporations based in Los Angeles. Defendant had control of various
5 business bank accounts, including a Wells Fargo account in the name
6 of "Hoplite Entertainment, LLC" ending -5559 (the "Hoplite
7 Entertainment Account").

8 On behalf of Hoplite and Hoplite Entertainment, defendant sought
9 a \$2 million loan from the victim lender, a privately held investment
10 fund that offered short-term loans to small- and medium-sized
11 businesses like the Hoplite Entities. To obtain the loan, defendant
12 knowingly made various misrepresentations and provided fabricated
13 documents to the victim lender, including several false license
14 agreements with distributors that made it falsely appear that the
15 Hoplite Entities had collective accounts receivable of \$3,348,000
16 when, in fact, they did not. He also provided the victim lender with
17 several false standby agreements with secured creditors to whom
18 Hoplite and Hoplite Entertainment owed money that purported to show
19 that the secured creditors had agreed to subordinate their interests
20 to the interest of the victim lender when, in fact, the creditors had
21 not so agreed. Based on these and other misrepresentations, the
22 victim lender agreed to the loan and, on September 30, 2020,
23 transferred \$1,951,416.80 to the Hoplite Entertainment Account by
24 means of interstate wire transfer.

25 When defendant failed to repay the victim lender according to
26 the terms of his agreement, he sought additional time from the victim
27 lender to repay the loan. To that end, on November 17, 2020,
28 defendant knowingly sent an email to representatives of the victim

1 lender that contained fabricated correspondence from a representative
2 of one of a distributor of Hoplite Entertainment's content and a
3 false record of an automated clearing house (ACH) transfer of
4 \$1,488,000.

5 As a result of defendant's scheme to defraud, he caused at least
6 \$2 million in losses to the victim lender.

7 SENTENCING FACTORS

8 11. Defendant understands that in determining defendant's
9 sentence the Court is required to calculate the applicable Sentencing
10 Guidelines range and to consider that range, possible departures
11 under the Sentencing Guidelines, and the other sentencing factors set
12 forth in 18 U.S.C. § 3553(a). Defendant understands that the
13 Sentencing Guidelines are advisory only, that defendant cannot have
14 any expectation of receiving a sentence within the calculated
15 Sentencing Guidelines range, and that after considering the
16 Sentencing Guidelines and the other § 3553(a) factors, the Court will
17 be free to exercise its discretion to impose any sentence it finds
18 appropriate up to the maximum set by statute for the crime of
19 conviction.

20 12. Defendant and the USAO agree to the following applicable
21 Sentencing Guidelines factors:

22 Base Offense Level 7 [USSG § 2B1.1(a)(1)]

23 Loss > \$1.5 million +16 [USSG § 2B1.1(b)(1)(I)]

24 Defendant and the USAO reserve the right to argue that additional
25 specific offense characteristics, adjustments, and departures under
26 the Sentencing Guidelines are appropriate.

27 13. Defendant understands that there is no agreement as to
28 defendant's criminal history or criminal history category.

14. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7). By way of example, but not limitation, the parties agree that, because the justice system is facing an unprecedented crisis through the backlog of cases, defendant is entitled to a two-level variance as recognition of defendant's early acceptance of responsibility, which will lessen the burden on the court system by: (1) waiving any right to presence and pleading guilty at the earliest opportunity by VTC (or telephone, if VTC is not reasonably available); (2) waiving any right to presence and agreeing to be sentenced by VTC (or telephone, if VTC is not reasonably available) should the Central District of California's General Order allow for it; (3) agreeing to appear at all other times by VTC or telephone; and (4) waiving substantial appellate rights.

WAIVER OF CONSTITUTIONAL RIGHTS

17 15. Defendant understands that by pleading guilty, defendant
18 gives up the following rights:

19 a. The right to persist in a plea of not guilty.
20 b. The right to a speedy and public trial by jury.
21 c. The right to be represented by counsel -- and if
22 necessary have the Court appoint counsel -- at trial. Defendant
23 understands, however, that, defendant retains the right to be
24 represented by counsel -- and if necessary have the Court appoint
25 counsel -- at every other stage of the proceeding.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

16. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

17. Defendant agrees that, provided the Court imposes a term of imprisonment on the count of conviction of no more than 41 months, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court, provided it is within the statutory maximum; (c) the fine imposed by

1 the Court, provided it is within the statutory maximum; (d) to the
2 extent permitted by law, the constitutionality or legality of
3 defendant's sentence, provided it is within the statutory maximum;
4 (e) the amount and terms of any restitution order; (f) the term of
5 probation or supervised release imposed by the Court, provided it is
6 within the statutory maximum; and (g) any of the following conditions
7 of probation or supervised release imposed by the Court: the
8 conditions set forth in Second Amended General Order 20-04 of this
9 Court; the drug testing conditions mandated by 18 U.S.C.
10 §§ 3563(a) (5) and 3583(d); and the alcohol and drug use conditions
11 authorized by 18 U.S.C. § 3563(b) (7).

12 18. Defendant also gives up any right to bring a post-
13 conviction collateral attack on the conviction or sentence, including
14 any order of restitution, except a post-conviction collateral attack
15 based on a claim of ineffective assistance of counsel, a claim of
16 newly discovered evidence, or an explicitly retroactive change in the
17 applicable Sentencing Guidelines, sentencing statutes, or statutes of
18 conviction. Defendant understands that this waiver includes, but is
19 not limited to, arguments that the statute to which defendant is
20 pleading guilty is unconstitutional, and any and all claims that the
21 statement of facts provided herein is insufficient to support
22 defendant's plea of guilty.

23 19. The USAO agrees that, provided (a) all portions of the
24 sentence are at or below the statutory maximum specified above and
25 (b) the Court imposes a term of imprisonment of no less than 33
26 months' imprisonment, the USAO gives up its right to appeal any
27 portion of the sentence, with the exception that the USAO reserves
28 the right to appeal the amount of restitution ordered.

RESULT OF WITHDRAWAL OF GUILTY PLEA

20. Defendant agrees that if, after entering a guilty plea
pursuant to this agreement, defendant seeks to withdraw and succeeds
in withdrawing defendant's guilty plea on any basis other than a
claim and finding that entry into this plea agreement was
involuntary, then (a) the USAO will be relieved of all of its
obligations under this agreement; and (b) should the USAO choose to
pursue any charge that was either dismissed or not filed as a result
of this agreement, then (i) any applicable statute of limitations
will be tolled between the date of defendant's signing of this
agreement and the filing commencing any such action; and
(ii) defendant waives and gives up all defenses based on the statute
of limitations, any claim of pre-indictment delay, or any speedy
trial claim with respect to any such action, except to the extent
that such defenses existed as of the date of defendant's signing this
agreement.

RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 21. Defendant agrees that if the count of conviction is
19 vacated, reversed, or set aside, both the USAO and defendant will be
20 released from all their obligations under this agreement

EFFECTIVE DATE OF AGREEMENT

22 22. This agreement is effective upon signature and execution of
23 all required certifications by defendant, defendant's counsel, and an
24 Assistant United States Attorney.

BREACH OF AGREEMENT

26 23. Defendant agrees that if defendant, at any time after the
27 effective date of this agreement, knowingly violates or fails to
28 perform any of defendant's obligations under this agreement ("a

1 breach"), the USAO may declare this agreement breached. All of
2 defendant's obligations are material, a single breach of this
3 agreement is sufficient for the USAO to declare a breach, and
4 defendant shall not be deemed to have cured a breach without the
5 express agreement of the USAO in writing. If the USAO declares this
6 agreement breached, and the Court finds such a breach to have
7 occurred, then: (a) if defendant has previously entered a guilty plea
8 pursuant to this agreement, defendant will not be able to withdraw
9 the guilty plea, and (b) the USAO will be relieved of all its
10 obligations under this agreement.

11 24. Following the Court's finding of a knowing breach of this
12 agreement by defendant, should the USAO choose to pursue any charge
13 that was either dismissed or not filed as a result of this agreement,
14 then:

15 a. Defendant agrees that any applicable statute of
16 limitations is tolled between the date of defendant's signing of this
17 agreement and the filing commencing any such action.

18 b. Defendant waives and gives up all defenses based on
19 the statute of limitations, any claim of pre-indictment delay, or any
20 speedy trial claim with respect to any such action, except to the
21 extent that such defenses existed as of the date of defendant's
22 signing this agreement.

23 c. Defendant agrees that: (i) any statements made by
24 defendant, under oath, at the guilty plea hearing (if such a hearing
25 occurred prior to the breach); (ii) the agreed to factual basis
statement in this agreement; and (iii) any evidence derived from such
statements, shall be admissible against defendant in any such action
against defendant, and defendant waives and gives up any claim under

1 the United States Constitution, any statute, Rule 410 of the Federal
2 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
3 Procedure, or any other federal rule, that the statements or any
4 evidence derived from the statements should be suppressed or are
5 inadmissible.

6 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

7 OFFICE NOT PARTIES

8 25. Defendant understands that the Court and the United States
9 Probation and Pretrial Services Office are not parties to this
10 agreement and need not accept any of the USAO's sentencing
11 recommendations or the parties' agreements to facts or sentencing
12 factors.

13 26. Defendant understands that both defendant and the USAO are
14 free to: (a) supplement the facts by supplying relevant information
15 to the United States Probation and Pretrial Services Office and the
16 Court, (b) correct any and all factual misstatements relating to the
17 Court's Sentencing Guidelines calculations and determination of
18 sentence, and (c) argue on appeal and collateral review that the
19 Court's Sentencing Guidelines calculations and the sentence it
20 chooses to impose are not error, although each party agrees to
21 maintain its view that the calculations in paragraph 12 are
22 consistent with the facts of this case. While this paragraph permits
23 both the USAO and defendant to submit full and complete factual
24 information to the United States Probation and Pretrial Services
25 Office and the Court, even if that factual information may be viewed
26 as inconsistent with the facts agreed to in this agreement, this
27 paragraph does not affect defendant's and the USAO's obligations not
28 to contest the facts agreed to in this agreement.

1 27. Defendant understands that even if the Court ignores any
2 sentencing recommendation, finds facts or reaches conclusions
3 different from those agreed to, and/or imposes any sentence up to the
4 maximum established by statute, defendant cannot, for that reason,
5 withdraw defendant's guilty plea, and defendant will remain bound to
6 fulfill all defendant's obligations under this agreement. Defendant
7 understands that no one -- not the prosecutor, defendant's attorney,
8 or the Court -- can make a binding prediction or promise regarding
9 the sentence defendant will receive, except that it will be within
10 the statutory maximum.

NO ADDITIONAL AGREEMENTS

12 28. Defendant understands that, except as set forth herein,
13 there are no promises, understandings, or agreements between the USAO
14 and defendant or defendant's attorney, and that no additional
15 promise, understanding, or agreement may be entered into unless in a
16 writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

18 || 29. The parties agree that this agreement will be considered

11

11

1 part of the record of defendant's guilty plea hearing as if the
2 entire agreement had been read into the record of the proceeding.

3 AGREED AND ACCEPTED

4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF
6 CALIFORNIA

7 TRACY L. WILKISON
8 Acting United States Attorney

9 ALEXANDER B. SCHWAB
10 Assistant United States Attorney

11 JONATHAN LEE SMITH
12 Defendant

13 ANTHONY PACHECO
14 Attorney for Defendant
15 JONATHAN LEE SMITH

16 June 3, 2021

17 Date

18 6-3-2021

19 Date

20 Date

21 CERTIFICATION OF DEFENDANT

22 I have read this agreement in its entirety. I have had enough
23 time to review and consider this agreement, and I have carefully and
24 thoroughly discussed every part of it with my attorney. I understand
25 the terms of this agreement, and I voluntarily agree to those terms.
26 I have discussed the evidence with my attorney, and my attorney has
27 advised me of my rights, of possible pretrial motions that might be
28 filed, of possible defenses that might be asserted either prior to or
at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
of relevant Sentencing Guidelines provisions, and of the consequences
of entering into this agreement. No promises, inducements, or
representations of any kind have been made to me other than those
contained in this agreement. No one has threatened or forced me in

1 part of the record of defendant's guilty plea hearing as if the
2 entire agreement had been read into the record of the proceeding.

3 AGREED AND ACCEPTED

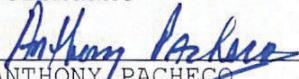
4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF
6 CALIFORNIA

7 TRACY L. WILKISON
8 Acting United States Attorney

9 ALEXANDER B. SCHWAB
10 Assistant United States Attorney

11 Date

12 JONATHAN LEE SMITH
13 Defendant

14 
15 ANTHONY PACHECO

16 Attorney for Defendant
17 JONATHAN LEE SMITH

18 Date

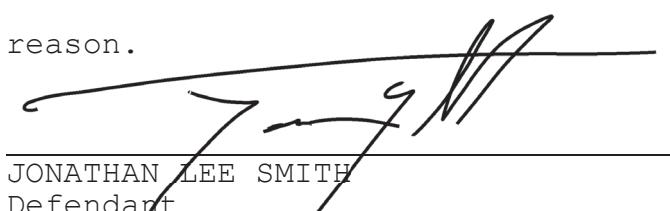
19 6/3/21

20 Date

21 CERTIFICATION OF DEFENDANT

22 I have read this agreement in its entirety. I have had enough
23 time to review and consider this agreement, and I have carefully and
24 thoroughly discussed every part of it with my attorney. I understand
25 the terms of this agreement, and I voluntarily agree to those terms.
26 I have discussed the evidence with my attorney, and my attorney has
27 advised me of my rights, of possible pretrial motions that might be
28 filed, of possible defenses that might be asserted either prior to or
at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
of relevant Sentencing Guidelines provisions, and of the consequences
of entering into this agreement. No promises, inducements, or
representations of any kind have been made to me other than those
contained in this agreement. No one has threatened or forced me in

1 any way to enter into this agreement. I am satisfied with the
2 representation of my attorney in this matter, and I am pleading
3 guilty because I am guilty of the charge and wish to take advantage
4 of the promises set forth in this agreement, and not for any other
5 reason.



6-3-2021

7 JONATHAN LEE SMITH
Defendant

8 Date

9 CERTIFICATION OF DEFENDANT'S ATTORNEY

10 I am JONATHAN LEE SMITH's attorney. I have carefully and
11 thoroughly discussed every part of this agreement with my client.
12 Further, I have fully advised my client of his rights, of possible
13 pretrial motions that might be filed, of possible defenses that might
14 be asserted either prior to or at trial, of the sentencing factors
15 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
16 provisions, and of the consequences of entering into this agreement.
17 To my knowledge: no promises, inducements, or representations of any
18 kind have been made to my client other than those contained in this
19 agreement; no one has threatened or forced my client in any way to
20 enter into this agreement; my client's decision to enter into this
21 agreement is informed and voluntary; and the factual basis set forth
22 in this agreement is sufficient to support my client's entry of a
23 guilty plea pursuant to this agreement.

24

25 ANTHONY PACHECO
26 Attorney for Defendant
JONATHAN LEE SMITH

27 Date

28

1 any way to enter into this agreement. I am satisfied with the
2 representation of my attorney in this matter, and I am pleading
3 guilty because I am guilty of the charge and wish to take advantage
4 of the promises set forth in this agreement, and not for any other
5 reason.

6

7 JONATHAN LEE SMITH
Defendant

Date

9

CERTIFICATION OF DEFENDANT'S ATTORNEY

10 I am JONATHAN LEE SMITH's attorney. I have carefully and
11 thoroughly discussed every part of this agreement with my client.
12 Further, I have fully advised my client of his rights, of possible
13 pretrial motions that might be filed, of possible defenses that might
14 be asserted either prior to or at trial, of the sentencing factors
15 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
16 provisions, and of the consequences of entering into this agreement.
17 To my knowledge: no promises, inducements, or representations of any
18 kind have been made to my client other than those contained in this
19 agreement; no one has threatened or forced my client in any way to
20 enter into this agreement; my client's decision to enter into this
21 agreement is informed and voluntary; and the factual basis set forth
22 in this agreement is sufficient to support my client's entry of a
23 guilty plea pursuant to this agreement.

24


25 ANTHONY PACHECO

26

Attorney for Defendant
JONATHAN LEE SMITH

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6/3/21
Date

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4 **EXHIBIT A**
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10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
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14 UNITED STATES OF AMERICA,
15 Plaintiff,
16 v.
17 JONATHAN LEE SMITH,
18 Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1343: Wire Fraud; 18
U.S.C. § 981(a)(1)(C) and 28
U.S.C. § 2461(c): Criminal
Forfeiture]

19 The Acting United States Attorney charges:
20
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[18 U.S.C. § 1343]

22 A. INTRODUCTORY ALLEGATIONS

23 At times relevant to this Information

24 1. Defendant JONATHAN LEE SMITH was a resident of Los Angeles,
25 California.

26 2. Defendant SMITH was the chief executive officer and
27 majority owner of Hoplite Entertainment, Inc. ("Hoplite
28 Entertainment"), a California Corporation based in Los Angeles,
California. Hoplite Entertainment was a television production
company specializing in unscripted programs.

29 3. Defendant SMITH was the chief executive officer and sole
30 owner of Hoplite, Inc. ("Hoplite"), a California Corporation also

1 based in Los Angeles, California. Hoplite was a television
2 production company originally intended to specialize in scripted
3 programs but which instead specialized in programs with unscripted
4 content.

5 4. Defendant SMITH had sole signatory authority over a
6 checking account held at was the sole signer Wells Fargo Bank, N.A.,
7 business checking in the name of "Hoplite Entertainment, LLC," which
8 was opened in West Hollywood, California (the "Hoplite Entertainment
9 Account").

10 5. The "victim lender" was a privately held investment fund
11 that offered short-term loans, often called "bridge loans," to small-
12 and medium-sized businesses.

13 B. SCHEME TO DEFRAUD

14 6. Beginning no later than on or about August 24, 2020, and
15 continuing to at least January 22, 2021, in Los Angeles County,
16 within the Central District of California, and elsewhere, defendant
17 SMITH, knowingly and with the intent to defraud, devised,
18 participated in, and executed a scheme to defraud the victim lender
19 as to material matters, and to obtain money and property from the
20 victim lender by means of material false and fraudulent pretenses,
21 representations, promises, and the concealment of material facts.

22 7. The scheme to defraud operated, in substance, as follows:

23 a. Defendant SMITH sought a bridge loan from the victim
24 lender on behalf of Hoplite and Hoplite Entertainment (together the
25 "Hoplite Entities"), which bridge loan defendant SMITH represented
26 would be used to cover short-term expenses while the Hoplite Entities
27 awaited payment on accounts receivable.

b. To induce the victim lender to make the bridge loan by, among other things, convincing the victim lender of the Hoplite Entities' ability to repay the bridge loan based on their purported accounts receivable, defendant SMITH made material false statements and representations, including the following:

i. Defendant SMITH provided the victim lender with purported license agreements by which third parties acquired distribution rights for content produced by the Hoplite Entities. The purported license agreements obligated the third parties to pay approximately \$3,348,000 to the Hoplite Entities. In truth, as defendant SMITH then knew, these license agreements were fabrications and the true and authentic agreements between the Hoplite Entities and the third parties required total payments in a far lower amount, resulting in accounts receivable in a similarly lower amount.

ii. Defendant SMITH provided the victim lender with purported agreements with secured creditors to whom the Hoplite Entities owed money in which the creditors purportedly subordinated their interests to the interest of the victim lender, thereby requiring that the Hoplite Entities repay the victim lender before the secured creditors. In truth, as defendant SMITH then knew, these agreements were fabrications, and the secured creditors had not agreed to subordinate their interests to that of the victim lender.

c. Defendant SMITH directed the victim lender to transfer the proceeds of the bridge loan into the Hoplite Entertainment Account by means of interstate wire.

d. After failing to make the required payments on the bridge loan, defendant SMITH induced the victim lender to provide additional time to repay the fraudulently obtained loan and prevented

1 detection of his scheme to defraud by sending representatives of the
2 victim lender a document falsely showing that a payment was imminent,
3 namely, a purported email chain including a fabricated record of a
4 wire transfer of \$100,000 from Hoplite, Inc., to the victim lender.

5 8. As a result of the scheme to defraud, defendant SMITH
6 caused the victim lender to lose approximately \$2 million.

7 C. USE OF INTERSTATE WIRES

8 9. On or about September 30, 2020, within the Central District
9 of California, and elsewhere, for the purpose of executing the above-
10 described scheme to defraud, defendant SMITH transmitted and caused
11 the transmission of an item by means of wire communication in
12 interstate commerce, namely, the transfer of approximately
13 \$1,951,416.80 from a bank account in Atlanta, Georgia, to the Hoplite
14 Entertainment Account.

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1 FORFEITURE ALLEGATION

2 [18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c)]

3 10. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 981(a)(1)(C) and Title 28, United States
7 Code, Section 2461(c), in the event of defendant JONATHAN LEE SMITH's
8 conviction of the offense set forth in Count One of this Information.

9 11. Defendant SMITH, if so convicted, shall forfeit to the
10 United States of America the following:

11 a. All right, title, and interest in any and all
12 property, real or personal, constituting, or derived from, any
13 proceeds traceable to the offense; and

14 b. To the extent such property is not available for
15 forfeiture, a sum of money equal to the total value of the property
16 described in subparagraph (a).

17 12. Pursuant to Title 18, United States Code, Section
18 981(a)(1)(C), as incorporated by Title 28, United States Code,
19 Section 2461(c), if so convicted, defendant SMITH shall forfeit
20 substitute property, up to the total value of the property described
21 in the preceding paragraph if, as the result of any act or omission
22 of defendant SMITH, the property described in the preceding
23 paragraph, or any portion thereof: (a) cannot be located upon the
24 exercise of due diligence; (b) has been transferred, sold to or
25 deposited with a third party; (c) has been placed beyond the
jurisdiction of the Court; (d) has been substantially diminished in

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1 value; or (e) has been commingled with other property that cannot be
2 divided without difficulty.

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4 TRACY L. WILKISON
5 Acting United States Attorney

6

7 BRANDON D. FOX
8 Assistant United States Attorney
9 Chief, Criminal Division

10 RANEE A. KATZENSTEIN
11 Assistant United States Attorney
12 Chief, Major Frauds Section

13 POONAM G. KUMAR
14 Assistant United States Attorney
15 Deputy Chief, Major Frauds Section

16 ALEXANDER B. SCHWAB
17 Assistant United States Attorney
18 Major Frauds Section

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